REMARKS

This response is submitted in reply to the Office Action dated January 21, 2004. Claims 1 to 35 and 44 to 48 are currently pending in this application. Claims 36 to 43 were provisionally elected to be withdrawn from the current application due to a restriction/election requirement. Applicant hereby affirms that election. Certain amendments to the claims herein are for non-narrowing purposes and therefore, disclaim no subject matter. Those claim amendments are highlighted in these remarks. The specification has been amended in various places to correct minor grammatical errors. A replacement drawing sheet replacing Fig. 4 is provided with this response. No new matter has been added by any of the amendments or drawing changes made herein. A Petition for a One-Month Extension of Time to respond to the Office Action is submitted herewith. A check in the amount of $110.00 is also enclosed to cover the cost of the One-Month Extension of Time. Please charge deposit account no. 02-1818 for any insufficiency of payment.

In the Office Action, Claims 15 to 20 and 21 to 27 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite. In particular, Claims 15, 21 and 25 were cited. Claims 1 to 35 and 44 to 48 were rejected under 35 U.S.C. §103(a) as being obvious in view of U.S. Patent No. 6,241,607 to Payne et al. ("*Payne*") and U.S. Patent Application No. 2001/0041610 to Luciano et al. ("*Luciano*").

Regarding the §112 rejections, Claims 15, 21 and 25 have been amended. Claim 15 states "each credit" instead of "each of the credits." The last portion of Claim 15 specifies "said credit" instead of "said credits." Claim 18 has also been amended to be consistent with Claim 15. Applicant respectfully submits that none of the above-mentioned amendments to Claims 15 or 18 is narrowing or disclaims any subject matter with respect to the art of record. Claim 21 has been amended to state "said at least one credit" instead of "said credit" as suggested in the Office Action. Claim 25 has likewise been amended to state "each credit" instead of "said credits." The above-described amendments to Claims 21 and 25 are likewise non-narrowing and disclaim no subject matter. Applicant respectfully submits that the foregoing amendments overcome the §112 rejections.

Claims 1, 3, 15, 21 and 34 have been amended slightly for purposes of clarity and readability. Claims 1, 15 and 21 have been amended to state that the "processor is adapted to generate a winning outcome" rather than stating that the "processor is adapted to provide the player a winning outcome." Those amendments clarify that the processor of the gaming device can or is capable of generating a winning outcome. Previously, it could have been interpreted that the processor has to provide the player a winning outcome. The current amendment is well supported by the specification.

Claims 1, 15 and 21 have also been amended to state "a winning outcome for each activated payline, the outcome for said activated payline being a multiple of" instead of "a winning outcome for each activated payline that is a multiple of." Applicant believes the current language is clearer and more easily understood when reading the claims as a whole. Applicant again respectfully submits that none of the above-mentioned amendments to Claims 1, 15 and 21 is narrowing or disclaims any subject matter with respect to the art of record.

Claim 34 has been amended slightly to correct a grammatical error. The term, "each of the activated payline" has been amended to read "each of the activated paylines." Applicant submits that the amendment to Claim 34 and similar amendments to Claims 18 and 25, are non-narrowing and disclaims no subject matter. Claim 45 has likewise been amended to change "wherein the wagered means" to "wherein the wagering means." That amendment makes Claim 45 consistent with Claim 44, is non-narrowing and disclaims no subject matter. Likewise, Claim 9 has been amended to remove an inadvertent word "the," which makes the claim more readable, disclaims no subject matter and is non-narrowing. Claim 3 has also been amended to highlight that the present invention includes a bet incrementing button. The Claim 3 amendment is not narrowing over the original scope of Claim 3.

Referring now to the rejection of Claims 1 to 35 and 44 to 48 under 35 U.S.C. §103(a), Applicant respectfully traverses this rejection. The primary reference cited in the Office Action is *Payne*. *Payne* discusses at column 3, line 57, various kinds of propositional wagers. A first propositional wager is to place one wager on an entire game, i.e., covering all available paylines. A second propositional wager is to place a

wager only on selected paylines. This is the section of *Payne* that is discussed in the Office Action. The section, however, adds nothing to what is commonly understood to be a feature of many multiple payline slot games. For example, in slot games made by the assignee of the present invention, the player can select, in many instances, an "all lines" selector. That selector will then place a wager of at least one credit on each of the available paylines. Those known gaming machines and *Payne* do not, however, teach the features of the presently presented claims. In particular, the prior art machines and *Payne* do not teach a device that enables the player to wager one credit on the machine and thereafter distributes fractions of the wagered credit to multiple paylines on the gaming device.

Nowhere does *Payne* disclose the use of a fractional credit. This is noted at page 5 of the Office Action. Page 5 of the Office Action attempts to use *Luciano* to cure the deficiencies of *Payne*. While *Luciano* discusses the player wagering a fractional credit, for example at the end of paragraph 82, neither *Payne* nor *Luciano,* alone or in combination, teach or suggest taking a single credit wagered by the player and spreading or fractioning that credit out over multiple paylines of the gaming device.

In *Luciano*, if the player desires to wager a fraction of a credit, the player increments the wager by that fraction of the credit. For example, in *Luciano*, it would be possible for the player to make an overall wager of four tenth's of a credit (paragraph 82). In the present invention, the player wagers in increments of credits. As clarified in the amendments to Claims 1, 15 and 21, the processor then divides each credit over a plurality of paylines. The player of the present invention is not forced to add up fractions in the player's head to determine the overall wager made by the player. The player still thinks in terms of credits; however, even the player wagering only a single credit has the ability to play multiple paylines.

Payne and *Luciano,* alone and in combination, do not therefore teach or suggest each feature of the claims of the present invention. For an obviousness rejection, each of the features must be shown by at least one of the references. Then, there has to be a motivation to combine the references. Because each feature of the claims is not shown by *Payne* or *Luciano,* alone or in combination, the analysis does not need to

proceed to the motivation step because the references simply do not combine or teach the present claims.

Independents Claims 1, 15 and 21 as presently presented each include a device that enables the player to wager at least one credit and to activate more than one of the paylines, wherein the processor determines a fraction of each credit wagered to be wagered on each activated payline. The claims have been clarified to specify that the processor determines the credit fractions to be apportioned on each active payline. That feature is not taught or suggested by *Payne* or *Luciano,* alone or in combination. Applicant respectfully submits that those claims, as well as Claims 2 to 14, 16 to 20 and 22 to 27, that depend respectfully from Claims 1, 15 and 21 are novel, non-obvious and patentably distinct over *Payne* and *Luciano*, alone or in combination.

Claims 28, 31 and 34 each include means for enabling the player to wager at least one credit on a plurality of paylines and means for activating more than one of the paylines for each credit wagered. As stated above, *Payne* and *Luciano*, alone or in combination, do not teach that combination of elements. Accordingly, those claims, as well as Claims 29 and 30 and 32 and 33 that depend from Claims 28 and 31, respectively, are novel, non-obvious and patentably distinguished over *Payne* and *Luciano*, alone or in combination.

Claim 35 is directed to a method and includes the steps of enabling the player to wager a credit and activating more than one payline for the credit wagered. For the reasons discussed above, Claim 35 is patentably distinct over *Payne* and *Luciano*, alone or in combination.

Claims 44 and 48 include means connected to the processor for enabling a player to wager at least one credit, wherein the processor activates more than one of the plays of a multiplay game for each credit wagered. As discussed above, *Payne* and *Luciano* do not, alone or in combination, teach that combination of elements. Accordingly, those claims, as well as Claims 45 to 47 that depend from Claim 44 are each novel, non-obvious and patentably distinct over *Payne* and *Luciano*, alone or in combination.

An earnest endeavor has been made to place this application in condition for formal allowance and is courteously solicited. If the Examiner has any questions regarding this Response, Applicants respectfully request that the Examiner contact the undersigned.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY _____

Adam H. Masia (35,602)
P.O. Box 1135
Chicago, Illinois 60690-1135
Phone: (312) 807-4284.

Dated: May 20, 2004

Check No	Check Date	Vendor	Payee Name	Request No	Requested By	DC	Client/ Account	Matter/ Subacct	Request Amount	Transac
22240	05/20/04	HONOPAT	The Honorable Commissioner of Patents & Trademarks	14252	1284 Adam H. Masia	85 51	0112300	00456	110.00	Petitio Time fo
***									110.00	
									110.00	

1 records listed.